

INFORMATION TO OFFERORS OR QUOTERS	Solicitation Number: NNA12374362R <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA)
OMB Control No.: 2700-0042 Exp. Date: N/A	
Issuing Office: NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-1000	Point of Contact: NO COLLECT CALLS ACCEPTED Name: AnJennette Contreras-Rodriguez Mail Stop: 213-13 Telephone: (650) 604-2147 Fax: (650) 604-2593 Email: AnJennette.C.Rodriguez@nasa.gov
Item(s) to Be Acquired: <div style="text-align: center; font-size: 1.2em;">Project and Engineering Support Services (PESS)</div>	
This Solicitation Is: <div style="margin-left: 20px;"> <input type="checkbox"/> Unrestricted--Full and Open Competition <input checked="" type="checkbox"/> Set-Aside 100% for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUB Zone <input type="checkbox"/> SDVOSB <div style="margin-left: 40px;"> <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <div style="margin-left: 40px;"> <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition </div> </div> </div> <div style="margin-left: 20px; margin-top: 10px;"> <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302- To: </div> <div style="margin-left: 20px; margin-top: 10px;"> <i>Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.</i> </div> <div style="margin-left: 20px; margin-top: 10px;"> <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L. </div>	
Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: http://procure.arc.nasa.gov	
CRITICAL ELEMENTS OF INFORMATION: <i>Your attention is invited to the following:</i> <input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input checked="" type="checkbox"/> Section L, NFS 1852.215-77. Pre-Solicitation Conference was held on March 21, 2012. <input type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input type="checkbox"/> Other:	
OTHER IMPORTANT INSTRUCTIONS: 1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. 2. You MUST acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. 3. IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.	

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE 1 OF 186 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. NNA12374362R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200374362		
7. ISSUED BY NASA Ames Research Center Attn: AnJennette Contreras-Rodriguez, M/S 213-13 Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers as instructed in **L.5(b) for original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Bldg. 241, Room 215** until **11:30a.m. Pacific Standard Time on January 10, 2013.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME AnJennette Contreras-Rodriguez	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-2147	C. EMAIL ADDRESS AnJennette.C.Rodriguez@nasa.gov
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. AREA CODE NUMBER EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	BLOCK 25
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24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center Attn: AnJennette Contreras-Rodriguez Moffett Field, CA 94035-1000	CODE	25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 SUPPLIES/SERVICES TO BE PROVIDED**

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/ Specification/Work Statement set forth in Section C and as identified under individual task orders. This is a single Cost-Plus-Fixed-Fee (CPFF) type contract with Core and Indefinite Delivery Indefinite Quantity (IDIQ) Contract Line Items (CLINs).

Item No.	Description	SOW	Qty	Unit
BASE PERIOD				
01*	Project and Engineering Support Services (PESS), Phase-In Period set forth in Section F, paragraph F.2(a)	6.0	1	Job
01A*	Project and Engineering Support Services (PESS), Contract Management Core Requirement, Base Period set forth in Section F, paragraph F.2(a)	3.1	1	Job
01B*	Project and Engineering Support Services (PESS), Technical Engineering Core Requirement, Base Period set forth in Section F, paragraph F.2(a)	3.2 thru 5.0	1	Job
01C	Project and Engineering Support Services (PESS), Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(a)	3.2 thru 5.0	TBD	Task Order

* Base Period –Line Items No. 01 (Phase-In), 01A Contract Management Core Requirement, and 01B Technical Work Core Requirement will be initiated at award. Line item 01C may begin shortly thereafter.

(b) OPTION PERIODS:

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C and as identified under individual task orders.

Item No.	Description	SOW	Qty	Unit
OPTION PERIOD ONE				
02A	Project and Engineering Support Services (PESS), Contract Management Core Requirement, Option Period One set forth in Section F, paragraph F.2(b)	3.1	1	Job
02B	Project and Engineering Support Services (PESS), Technical Work Core Requirement, Option Period One set forth in Section F, paragraph F.2(b)	3.2 thru 5.0	1	Job
02C	Project and Engineering Support Services (PESS), Indefinite Delivery/Indefinite Quantity Requirement, Option Period One set forth in Section F, paragraph F.2(b)	3.2 thru 5.0	TBD	Task Orders

OPTION PERIOD TWO				
03A	Project and Engineering Support Services (PESS), Contract Management Core Requirement, Option Period Two set forth in Section F, paragraph F.2(c)	3.1	1	Job
03B	Project and Engineering Support Services (PESS), Technical Work Core Requirement, Option Period Two set forth in Section F, paragraph F.2(c)	3.2 thru 5.0	1	Job
03C	Project and Engineering Support Services (PESS), Indefinite Delivery/Indefinite Quantity Requirement, Option Period Two set forth in Section F, paragraph F.2(c)	3.2 thru 5.0	TBD	Task Orders
OPTION PERIOD THREE				
04A	Project and Engineering Support Services (PESS), Contract Management Core Requirement, Option Period Three set forth in Section F, paragraph F.2(d)	3.1	1	Job
04B	Project and Engineering Support Services (PESS), Technical Work Core Requirement, Option Period Three set forth in Section F, paragraph F.2(d)	3.2 thru 5.0	1	Job
04C	Project and Engineering Support Services (PESS), Indefinite Delivery/Indefinite Quantity Requirement, Option Period Three set forth in Section F, paragraph F.2(d)	3.2 thru 5.0	TBD	Task Orders
OPTION PERIOD FOUR				
05A	Project and Engineering Support Services (PESS), Contract Management Core Requirement, Option Period Four set forth in Section F, paragraph F.2(e)	3.1	1	Job
05B	Project and Engineering Support Services (PESS), Technical Work Core Requirement, Option Period Four set forth in Section F, paragraph F.2(e)	3.2 thru 5.0	1	Job
05C	Project and Engineering Support Services (PESS), Indefinite Delivery/Indefinite Quantity Requirement, Option Period Four set forth in Section F, paragraph F.2(e)	3.2 thru 5.0	TBD	Task Orders

(c) Contract Line Item Numbers (CLINs) 01, 01A, 01B, 02A, 02B, 03A, 03B, 04A, 04B, 05A and 05B are performance-based Cost-Plus-Fixed-Fee (CPFF) Core Requirement items. If the Core Requirement decreases, or increases, the Government reserves the right to re-negotiate the estimated cost.

(d) CLINs 01C, 02C, 03C, 04C, and 05C, are Indefinite Delivery/Indefinite Quantity (IDIQ) items where Cost-Plus-Fixed-Fee task orders will be issued in accordance with Clause H.2 (Task Ordering Procedures) by the Contracting Officer at the rates set forth in Section J, paragraph J.1 (a), Attachment 8, Cost Template Workbook.

(END OF CLAUSE)

B.2 ESTIMATED COST AND FIXED FEE (1852.216-74)(DEC 1991)

- a) The estimated cost of CLIN 01 is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01 is _____.
- b) The estimated cost of CLIN 01A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01A is _____.
- c) The estimated cost of CLIN 01B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01B is _____.

- d) The estimated cost of CLIN 02A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02A is _____.
- e) The estimated cost of CLIN 02B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02B is _____.
- f) The estimated cost of CLIN 03A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03A is _____.
- g) The estimated cost of CLIN 03B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03B is _____.
- h) The estimated cost of CLIN 04A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04A is _____.
- i) The estimated cost of CLIN 04B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04B is _____.
- j) The estimated cost of CLIN 05A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 05A is _____.
- k) The estimated cost of CLIN 05B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 05B is _____.

(END OF CLAUSE)

B.3 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS

This clause identifies the Estimated Cost to be paid for acceptable performance of all services described in task orders issued. This clause will be updated on a periodic basis to reflect the value of issued task orders and represents the IDIQ Estimated Cost and Fixed Fee Ceiling.

The total contract value for CLINs 01C, 02C, 03C, 04C, and 05C, base and all option periods, if awarded, is as follows:

CONTRACT VALUE SUMMARY- IDIQ	Year 1 Base CLIN 01C	Year 2 Option One CLIN 02C	Year 3 Option Two CLIN 03C	Year 4 Option Three CLIN 04C	Year 5 Option Four CLIN 05C	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Fixed Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Estimated Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ TBD. This allotment is for the line **items 01, 01A and 01B** and covers the following estimated period of performance: date of award through TBD.

(b) An additional amount of \$ TBD is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING Schedule 1 - Core Requirements	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(c) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ TBD. This allotment is for the line **item 01C** and covers the following estimated period of performance: date of award through TBD.

(d) An additional amount of \$ TBD is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING Schedule 2 - IDIQ Requirements	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

Schedule 1 and Schedule 2 shall each operate independently for purposes of the Limitation of Cost and Limitation of Funds clauses of this Contract (incorporated in Section I).

(END OF CLAUSE)

B.5 LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for 1 year from the effective date of the contract. This contract also includes four 1-year option periods if exercised by the Government. Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 01C, 02C, 03C, 04C, and 05C during the potential effective period of this contract is \$100,000.00 (Estimated Cost and Fixed Fee). The maximum amount of supplies or services that may be ordered under CLINS 01C, 02C, 03C, 04C, and 05C during the potential effective period of this contract is \$235,000,000.00 (Estimated Cost and Fixed Fee). The minimum and maximum specified in this paragraph apply only to orders placed

under CLINS 01C, 02C, 03C, 04C, and 05C of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 01C, 02C, 03C, 04C, and/or 05C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$100,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 01C, 02C, 03C, 04C, and 05C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$235,000,000.00.

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 01C, 02C, 03C, 04C, and 05C of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

e) The maximum amount of \$235,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount of \$235,000,000.00.

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities necessary for or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work, entitled "Project and Engineering Support Services (PESS)" which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKETING OF GOVERNMENT EQUIPEMENT

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE**(a) BASE PERIOD (Phase-In and Base Requirement)**

Phase-In (NTE 30 days) shall be included in the Base Period performance period. The performance of the Base Period shall be for twelve (12) months from the start of the effective date of the contract. Phase-in will end not later than 30 days from the start of the effective date of the contract.

(b) OPTION PERIOD ONE

If exercised, the period of performance shall be twelve (12) months from the end of Base Period.

(c) OPTION PERIOD TWO

If exercised, the period of performance shall be twelve (12) months from the end of Option Period One.

(d) OPTION PERIOD THREE

If exercised, the period of performance shall be twelve (12) months from the end of Option Period Two.

(e) OPTION PERIOD FOUR

If exercised, the period of performance shall be twelve (12) months from the end of Option Period Three.

(END OF CLAUSE)

F.3 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center
Attn: Kevin Carey, Mail Stop 213-1
Contract "TBD"
Moffett Field, CA 94035-1000

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, *Delivery of Reports*.

(END OF CLAUSE)

F.4 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a) Attachment 3, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.5 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at such other locations as directed by the Contracting Officer.

(END OF CLAUSE)

F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS web site: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.245-9	AUG 2010	USE AND CHARGES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZAITON
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1
1852.245-81	JAN 2011	LIST OF AVAILABLE PROPERTY

(END OF CLAUSE)

G.2 SECURITY CLASSIFICATION REQUIREMENTS (NFS1852.204-75) (SEPT 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, which is incorporated in Section J, paragraph J.1(a) as Attachment 9.

(END OF CLAUSE)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[TBD - Insert the appropriate NASA or DCAA mailing office address
for submission of cost vouchers]

(2) Three copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
ATTN: AnJennette Contreras-Rodriguez, Mail Stop 213-13
Moffett Field, CA 94035-1000

(ii) Copy 2 Auditor

Defense Contract Audit Agency
(TBD - Address Completed at Time of Award)

(iii) Copy 3 Contractor (TBD – Address Completed at Time of Award)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(END OF CLAUSE)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	VP	NASA Ames Research Center Mail Stop 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center Mail Stop 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(END OF CLAUSE)

G.6 RESERVED

G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1,

Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☒ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ (2) Office furniture.

☒ (3) Property listed in Section J.1(a), Attachment 4.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☒ (4) Supplies from stores stock.

☒ (5) Publications and blank forms stocked by the installation.

☒ (6) Safety and fire protection for Contractor personnel and facilities.

☐ (7) Installation service facilities: ["none"].

☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☒ (10) Building maintenance for facilities occupied by Contractor personnel.

☒ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

G.8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS1852.245-73) (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later

than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(END OF CLAUSE)

G.9 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA Ames Research Center
Central Shipping and Receiving
Mail Stop 255-23
Moffett Field, CA 94035-1000

Mark for: Kevin Carey, COR

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(END OF CLAUSE)

G.10 PROPERTY MANAGEMENT CHANGES (NFS 1852.245-75) (JAN 2011)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change —

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(END OF CLAUSE)

G.11 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (NFS 1852.245-77) (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J.1 (a) 4 of this contract on a no charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services, as incorporated in this contract.

The Contractor shall use this property in the performance of this contract at Ames Research Center and at other location(s) as may be approved by the Contracting Officer.

“SEE ATTACHMENT J.1 (a) 4, Government Property List”

(END OF CLAUSE)

G.12 PHYSICAL INVENTORY OF CAPTIAL PERSONAL PROPERTY (NFS 1852.245-78) (JAN 2011)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory -

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall -

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of -

(i) Loss in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(END OF CLAUSE)

G.13 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (NFS 1852.245-79) (JAN 2011)

(a) In addition to the property record data required by the clause at FAR 52.245-1, Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall -

(1) Identify the projects or missions that used the items;

(2) Specifically identify items of flown property;

(3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and

(4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions -

(1) On any Standard Form 1428, Inventory Schedule;

(2) In automated disposition systems;

(3) In any other disposition related reports; and

(4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.

(END OF CLAUSE)

G.14 RESERVED

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (<i>Insert</i> : NASA Ames Research Center)
1852.228-76	OCT 2009	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT I) (FEB 2003)
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I) (JAN 2005) (ALT II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2 TASK ORDERING PROCEDURES (NFS 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For each task plan, the Contractor shall provide the representation set forth in 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

H.3 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The Contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the Contractor is prohibited from purchasing items for direct use by the Government as these items should be procured by the Government. The Contractor shall not perform purchasing functions or act in any other way as an agent for the Government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for Government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the Contractor. The Contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

Alternate I: The Contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract.

Furthermore, the Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

Key Personnel (Name and Title)	Facilities (Name and Address)
_____	_____
_____	_____
_____	_____
_____	_____

(END OF CLAUSE)

H.5 ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT (NFS 1852.235-74) (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches,

curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

H.6 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Cost proposals, including revision(s), submitted in response to the solicitation entitled "Project and Engineering Support Services (PESS)" are hereby incorporated into the contract by reference.

(END OF CLAUSE)

H.7 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)(MODIFIED JAN 2012)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure Contractor employees are trained on how to respond. During a disaster/emergency, the Contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many Contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and Agency response. As such, their emergency response or mission essential roles for the Center and Agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The Contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to, emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

H.8 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION ARC 52.223-91 (APR 2004) (MODIFIED JAN 2012)

a. Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the Contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

b. DART Definition. This team is comprised of civil service, Contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, and Logistics. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages Contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Preparedness Program.

(END OF CLAUSE)

H.9 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010) (ALT I) (NOV 2010)

(a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. See H.2(c). On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

H.10 RESERVED

**H.11 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98)
(OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential Organizational Conflict of Interest. Accordingly, the attention of prospective Offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential Organizational Conflict of Interest is:

The Programs and Projects Directorate (Code P) and the Engineering Directorate (Code R) of NASA Ames Research Center (hereinafter "the Directorates") provide project management, multi-disciplined engineering design and analysis, hardware development and fabrication, and testing for ground-based, airborne, and space flight programs, projects, and applications.

The Directorates have requirements that require highly skilled and experienced project managers and engineers (e.g. mechanical, structural, electrical, electronics, controls, software, and systems) with technical capabilities that support the Center projects and Agency missions.

This Contract, as delineated in and governed by its Statement of Work, will provide for broad-ranging contract support services to the Directorates.

In order to perform this contract and, thus, support the Directorates' requirements, the Contractor may be required to participate, within the scope of the Statement of Work, either fully or in part in requirements identification and specification, statement of work development, proposal review, benchmarking, and other activities associated with Government procurements (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) and other Government activities where access to Government Sensitive Data or third party proprietary data is necessary. Access to such Data, production of such data by the Contractor, or participation in defining requirements for future competitions creates a potential Organizational Conflict of Interest. Further, the performance of certain potential activities under this contract – including, but not limited to, proposal review, and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect affiliation.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this Contract, or through the performance of tasks pursuant to this Contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as determined by the Contracting Officer in the exercise of his/her discretion, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this Contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof:

(i) Design, develop, or produce technologies where it participated in: designing, analyzing, benchmarking, testing, evaluating, developing, or producing those technologies; facilitating collaborations relating to those technologies; or developing the requirements for the procurement of those technologies; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon Data obtained or produced by the Contractor because of the Contractor's access to, and support of, the Directorates' technical requirements.

(d) If, in the performance of work under this Contract, the Contractor produces or has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such Data from unauthorized use or disclosure so long as it remains sensitive or proprietary. In addition, the Contractor shall not be permitted to use such Data other than in its performance of work under this Contract, unless:

(1) It receives the explicit written permission of the owner of such Data and the Contracting Officer; or

(2) Such Data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data until one year after such Data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such Data received in connection with the performance of work under this Contract, and from retaining a copy of such Data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support the Center, as delineated in the Statement of Work of this Contract, or (B) handle, receive, reduce, interpret, or transmit Data obtained, used, or produced in conjunction with the support of the Center pursuant to this Contract.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by full text into this Contract (see J.1(a) Attachment 7). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

(k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

H.13 PATENT RIGHTS

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and the New Technology Clause, 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

H.14 SEVERANCE PAY (ARC 52.231-90) (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.15 RESERVED**H.16 NON-PERSONAL SERVICES**

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

H.17 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

H.18 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

H.19 RESERVED

H.20 RESERVED**H.21 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (APR 2011)**

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed Open Source software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://ti.arc.nasa.gov/opensource/nosa/> or <http://opensource.org/licenses/nasa1.3.php>

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing Open Source software, such software being covered by an external Open Source software license. Some Open Source licenses require further development/enhancement of the covered Open Source software be further transferred only under that particular Open Source software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA. The decision to incorporate into software developed under this contract any Open Source software that is governed by an Open Source software license that is not compatible with the NOSA shall be made deliberately in consultation with the Government task manager and Patent Counsel prior to any development of software under this contract.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION, ALTERNATE I (MAR 2009)
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (<i>Insert "30 DAYS" in paragraph (a)(3)</i>)
52.216-18	OCT 1995	ORDERING (<i>Insert "DATE OF CONTRACT AWARD" through "TWO YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT" in paragraph (a)</i>)
52.216-19	OCT 1995	ORDER LIMITATIONS (<i>Insert "\$100K", "\$235M", "\$235M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively</i>)
52.216-22	OCT 1995	INDEFINITE QUANTITY (<i>Insert "1 YEAR FROM THE END DATE OF THE CONTRACT" in paragraph (d)</i>)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (<i>Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c).)</i>
52.219-4	JAN 2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS To Be Completed by Offeror: " <input type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATIONS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITIES FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965.
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) and (ALT II)(MAY 2011)
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-18	AUG 2011	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
52.225-1	FEB 2009	BUY AMERICAN ACT-SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (DEC 2007) including (ALT I & III) (DEC 2007) AS MODIFIED BY NFS 1852.227-14 (DEC 2007) (ALT II) <i>at the end of paragraph (g)(3)(a)(insert:</i> (i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part.) (iv) Emergency repair overhaul work (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by a foreign government.
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <u>To Be Completed by Offeror:</u> Page Numbers: _____ Proposal Date: _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-1	AUG 1987	CHANGES-FIXED-PRICE
	AUG 1984	ALTERNATE II
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES-COST-REIMBURSEMENT (ALT I) and (ALT II) (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	AUG 2010	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	AUG 2010	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-11	---	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) ** Modifies FAR Clause 52.227-11**
1852.227-14	DEC 2007	RIGHTS IN DATA-GENERAL
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE—LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION

(END OF CLAUSE)

I.2 SECURITY REQUIREMENTS (52.204-2) (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement ([DD Form 441](#)), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(END OF CLAUSE)

**I.3 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(END OF CLAUSE)

I.4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—
- (i) Past performance reviews required by subpart [42.15](#);
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(END OF CLAUSE)

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;

- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(END OF CLAUSE)

I.6 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) *Definition.* As used in this clause—

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

NASA/OPM Job Title	Grade	GS Step 1 Rate
Engineering Level I	GS-7	\$22.00
Engineering Level II	GS-12	\$39.03
Engineering Level III	GS-14	\$54.85
Test Technician	GS-7	\$22.00
Test Engineer	GS-12	\$39.03
Senior Test Engineer	GS-13	\$46.41
Admin. Support Assistant (AO)	GS-6	\$19.80
Engineering Group Lead	GS-15	\$64.52

Costs to the government for employee fringe benefits are estimated at an average of 28.05% of salary for all permanent employees as follows:

FERS Fringe Benefit	Percent of Salary
Federal Employees Retirement System (FERS)*	11.2%
Thrift Savings Plan (TSP)	4.5%
Social Security (FICA)	6.2%
Medicare	1.45%
Employee Life Insurance (FEGLI)	0.1%
Employee Health Insurance (FEHB)	4.6%
Total FERS Benefit %	28.05%

*Cost to the government for CSRS retirement employees is 7%. There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.1%.

The paid holidays provided by law to Federal employees are:

1. New Year's Day	6. Labor Day
2. Martin Luther King Day.	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day

The amount of vacation or paid leave provided by law that would be given to Federal employees is as follows:

- Two hours of annual leave each week for an employee with less than three years of service.
- Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- Four hours of annual leave each week for an employee with fifteen or more years of service.

(END OF CLAUSE)

I.8 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (ALT V) (DEC 2007) (AS MODIFIED BY NFS 1852.227-11)

(a) As used in this clause—

“Invention” means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act ([7 U.S.C. 2321](#), *et seq.*)

“Made” means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Nonprofit organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501\(c\)](#)) and exempt from taxation under section 501(a) of the Internal Revenue Code ([26 U.S.C. 501\(a\)](#)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor’s rights.*

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor’s license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor’s business to which the invention pertains.

(ii) The Contractor’s license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR [27.302\(i\)\(2\)](#) and [27.304-1\(f\)](#).

(c) *Contractor’s obligations.*

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the

agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights—

(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(3) *CRADA licensing.* If the Contractor performs services at a Government owned and operated laboratory or at a Government owned and Contractor operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the Contractor to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the Contractor makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the Contractor undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the Contractor agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

(e) *Contractor action to protect the Government's interest.*

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by [35 U.S.C. 202\(c\)\(5\)](#), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to [35 U.S.C. 203 and 210\(c\)](#), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with [35 U.S.C. 202\(e\)](#) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* See Section G.4

(k) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR [Subpart 27.3](#).

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(END OF CLAUSE)

I.9 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(END OF CLAUSE)

I.10 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the Contracting Officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

I.11 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (52.245-2) (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause is listed in J.1(a) Attachment 4.

(END OF CLAUSE)

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I.13 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (OCT 2009) (DEVIATION)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements. Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include

vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(END OF CLAUSE)

I.14 OMBUDSMAN (NFS 1852.215-84) (NOV 2011) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(END OF CLAUSE)

I.15 SHARED SAVINGS (NFS 1852.243-71) (MAR 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) **Definitions:**

(1) **Cost savings**, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) **Cost Reduction Proposal** - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) **Covered contract** - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) **Contractor implementation costs** - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) **Government costs** - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP.

However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Office to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	11/5/2012	15
2	Dept. of Labor Wage Determination No. 2005-2051, Rev. No. 12	06/19/2012	11
3	Contract Data Requirements List	11/5/2012	10
4	Government Property List	11/5/2012	5
5	Contractor's IT Security Plan*	TBD	TBD
6	Contractor's Safety and Health Plan*	TBD	TBD
7	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
8	Cost Template Workbook*	TBD	TBD
9	DD Form 254*	DEC 1999	2

*To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments with exception of Attachment 3 are included only in the solicitation.

Attachment	Title	No. of Pages
1	Costing Model Staffing List and Position Descriptions/Qualifications	6
2	Proposal Cover Sheet (JA 038) - Exhibit 1	1
3	Cost Template Workbook - Exhibits 2 - 19	20
4	Facility Capital Cost of Money Computation (Form CASB-CMF)	1
5	Contract Facilities Capital Cost of Money (DD Form 1861)	2
6	Quarterly Contractor Financial Management Report (NF 533Q)	2
7	Monthly Contractor Financial Management Report (NF533M)	2
8	Cover Letter and Past Performance Questionnaire	7
9	Sample Tasks	2
10	NASA Property in the Custody of Contractors (NF1018)	3

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 1000 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [**Offeror to insert changes, identifying change by clause number, title, date**]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(END OF PROVISION)

K.2 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

K.3 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JAN 2011)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(END OF PROVISION)

K.4 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR 52.225-20) (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

Marginalized areas in Northern Sudan described in section 4(9) of such Act. “Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of Southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The Offeror represents that—

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(END OF PROVISION)

K.8 RESERVED

K.9 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

K. 10 RESTRICTION ON FUNDING ACTIVITY WITH CHINA - REPRESENTATION (1852.225-72) (FEB 2012)

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-2	AUG 1996	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT FOR PLANS FOR POSTRETIREMENT BENEFITS (RRB) OTHER THAN PENSIONS
52.215-20	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF PROVISION)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates a single Cost-Plus-Fixed-Fee (CPFF) contract with Core and IDIQ Contract Line Items resulting from this solicitation.

(END OF PROVISION)

L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

Jill Willard
NASA Ames Research Center
Mail Stop 241-1
Moffett Field, CA 94035-1000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

L.4 PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

(a) A pre-proposal/pre-bid conference was held as indicated below:

Date: **March 21, 2012**
Time: 9:00 a.m. – 2:00 p.m.
Location: N245, Auditorium, Moffett Field, CA

(b) Attendance at the pre-proposal/pre-bid conference was recommended; however, attendance was neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

L.5 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Standard Form (SF) 3881 Section K	L.5(b)(2)	1	6	2
Vol. I, Mission Suitability Proposal	L.5(c), L.9(a)	1	6	2
Subfactors	L.7			
A. Technical Approach	L.7(a)(3)(A)			
B. Management Approach	L.7(a)(3)(B)			
Vol. II, Past Performance Proposal	L.5(d), L.7(b)	1	6	2
Vol. III, Cost Proposal	L.5(e), L.7(c)	1	3	3 ¹

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.2, "Supplies/Services to be Provided" for Total Phase-In Costs (CLIN 01) and CORE requirement (CLINS 02A, 03A, 04A, 05A and 06A).
- A completed response to Section H, "Key Personnel and Facilities" NFS clause 1852.235-71.
- A completed response to Section I Clause 52.227-23, Rights to Proposal Data (Technical).
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".
- List the date of the most recent reviews of your management system(s) and copies of letters from DCAA or DCMA noting approval of management systems (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, the results of the review, the

¹ The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment 3 are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

(3) All proposal volumes shall be submitted in accordance with the instructions, and to the address, specified in Block 9 of the SF33 NO LATER THAN the date and time prescribed.

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.6, "Proposal Page Limitations."

(5) Electronic copies of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data. The electronic copies of the Cost Template Workbook in Section J.1(b), Attachment 3, are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

(c) Mission Suitability (Volume I). Both technical and management information shall be included in the Mission Suitability Proposal. No cost/price data shall be included except for a schedule of wages, salaries and benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Board (SEB) is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I. The proposal must specifically address each listed evaluation subfactor.

The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the Offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.

(d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(e) Cost Proposal (Volume III). Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.6 PROPOSAL PAGE LIMITATIONS

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit ¹
Cover Letter	No limit
Volume I — Mission Suitability Proposal	75
Subfactors -	
A. Technical Approach	
1. Technical Understanding	
2. Sample Tasks	
B. Management Approach	
1. Organizational Structure/Partnering Approach	
2. Key Personnel ²	
3. Phase-In Plan	
4. Total Compensation Plan	No limit
5. Organizational Conflicts of Interest Plan	No limit
6. Safety and Health Plan	25 ⁴
7. Staffing, Recruitment, Retention, and Training	
Volume II — Past Performance Proposal³	25
Volume III — Cost Proposal	No limit

¹ These limits apply only to content pages. Paragraph L.6(c) lists page types which are not affected by this limit.

² In the Key Personnel written response, commitment letters are limited to one page per individual; resumes with job descriptions are limited to 3 pages total per individual.

³ These limits do not apply to past performance questionnaire responses.

⁴ The Safety and Health Plan does not count against the Volume I page limit.

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 11 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, acronym list and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation.

The commitment letter(s) and resume(s) for key personnel are not counted as part of the page limitation under Management Approach. However, commitment letters shall be limited to no more than one page

per individual, and the resume(s) with job descriptions shall be limited to no more than 3 combined pages per individual.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(END OF PROVISION)

L.7 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Cost

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. (See the weighting for the factors and subfactors in Section M.3.)

(a) Mission Suitability Factor (Volume I). The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(1) The evaluation will be based on the information presented in the subfactors. The proposal must specifically address each listed evaluation subfactor.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness, adversely affecting the Offeror's Mission Suitability scores, if appropriate. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

Para.	Subfactor Title	Elements
A	Technical Approach	1. Technical Understanding
		2. Sample Task Orders
B	Management Approach	1. Organizational Structure/Partnering Approach
		2. Key Personnel
		3. Phase-In Plan
		4. Total Compensation Plan
		5. Organizational Conflicts of Interest Plan
		6. Safety and Health Plan
		7. Staffing, Recruitment, Retention, and Training

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. Technical Approach (Subfactor)

1. Technical Understanding:

The Offeror's proposal shall demonstrate its understanding of the requirements of the Statement of Work (SOW) (Section 3.0 through 5.0) and specifically:

- Address how the broad spectrum of Project and Engineering Functions of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the SOW.
- Demonstrate an understanding of all the Project and Engineering Functions of the SOW.
- Describe approach to staying abreast of innovative technologies and adopting them where appropriate.
- Identify risk areas and recommend approaches to minimize the probability and impact of those risks.

2. Sample Tasks:

The sample tasks (see Section J.1 (b), Attachment 9) are representative of the type of work to be supported under this contract. The Offeror's sample task responses shall include the following:

TASK A

- A list of all additional assumptions made (including rationale for assumptions) as the task description may not contain all the information needed to plan for a successful mission
- The top 3-5 technology constraints to achieving mission success and explain their importance
- The top 3-5 technical and programmatic risks and the approach for eliminating or mitigating those risks
- The list and description of feasibility studies recommended to support a successful mission
- A milestone Schedule for accomplishing the mission
- A staffing plan for the full development effort through launch which addresses the complexity of the task and accommodates the requirement that the Project Manager Lead Systems Engineer, and Lead SMA engineer are roles that will be filled by civil servants. Indicate the level of skill/experience required for each staff position identified and indicate the phase(s) of the mission where each position is required

TASK B

- A list of all additional assumptions made (including rationale for assumptions)
- A high level description of the operations concept for Phase E of ExampleSAT
- The plan for developing, testing and deploying the Ground Data System, including a description of the required software components (procured and/or developed in-house) and a schedule of milestones
- The plan for staffing and training the Flight Team
- A description of the Mission Environments (facilities, networks, hardware and software) that are required to support the ExampleSAT's development, test and flight phases
- The plan to implement and support the Mission Environments, including hardware and software procurements
- A staffing plan to support Ground Data System development, delivery, and Mission Environment implementation and support
- A cost estimate breakdown (direct labor, subcontracts, hardware and software procurements)

B. Management Approach (Subfactor)

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach:

The Offeror shall describe its organizational structure and partnering approach, including rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors. If you propose multiple organizations as being involved in conducting this work, explain each of their relationships during the effort and identify and integrate their proposed contributions to the work into each part of the proposal, as appropriate. Offerors are directed to FAR Clause 52.219-14, "Limitation on Subcontracting," in Section I of the contract. If you propose a subcontractor arrangement, then respond to paragraph L.8 SBA Ostensible Subcontractor Rule Information.
- Organization and coordination of all performing entities, in particular major subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical task managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to develop and to manage the execution of requirements under core and, multiple IDIQ task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, for managing small vendors as well as large vendors, and for managing vendors needed to fulfill a one-time requirement versus one requiring a long-term relationship..
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Include technical and business assistance provided

by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support. Indicate typical time required to provide unique skills or resources from either internal or external sources.

- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

2. Key Personnel:

The Offeror shall describe its approach and rationale for key personnel and address the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Job descriptions including authorities, assignments, experience, and skills required of key personnel.
- Letters of commitment and resumes for key management and technical personnel will be evaluated to determine reasonableness and effectiveness.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

3. Phase-in Plan:

The Offeror shall describe its phase-in plan for the following:

- Proactive approaches to ensuring efficient continuation of operations during contract start-up, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale for selecting them.
- Estimate of, and supporting rationale for, the number of contractor employees expected to be hired.
- The Offeror's policy for continuing and/or replacing the benefits (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.) of the contractor employees expected to be hired from expiring on-site contracts.

4. Total Compensation Plan:

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

- Identify salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide two charts: (1) containing the average of fringe benefit information for all the exempt labor categories; and (2) containing the average of fringe benefit information for all the non-exempt labor categories with references to where they are located in the Cost Proposal.
- Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.
- Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- If uncompensated overtime is proposed, give rationale and identify hours of uncompensated overtime proposed by labor category.
- Each benefit proposed which would reasonably incur cost shall be identified and costed in Volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).

5. Organizational Conflicts of Interest Avoidance Plan:

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that, all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.12 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

6. Safety and Health Plan:

The Offeror shall submit a detailed written safety and health plan. Safety items to be covered in the plan can be found in NPR 8715.3 and APR 1700.1, and shall include, at a minimum, those listed below. Additional items may be included, if appropriate.

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
 - (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.

- (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, machines, high-pressure devices, etc.
- (vi) Method of making sure that emergency plans and procedures are current and sufficient.
- (vii) Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

7. Staffing, Recruitment, Retention and Training:

The Offeror shall describe its staffing and recruitment approach and rationale for the following:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW. Include the assignments and the skills required for other-than-key personnel and the plan for skill retention.
- Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Provide process for dealing with underperforming employees.
- Submit information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Process for hiring and retaining uniquely qualified individuals, including senior engineers and foreign nationals with various immigration statuses (H1, J1, green card, etc.). Process for compliance with export control regulations regarding foreign nationals. Process for completing a DSP-5 license for spacecraft related work.
- Process for managing security clearances and handling of classified material.

(b) Past Performance Factor (Volume II). The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its major subcontractors, specifically in the areas of technical performance, contract management, and corporate management responsiveness. For purposes of this solicitation, "major subcontractors" is defined as subcontracting dollars of \$1,000,000 or more covering a performance period of up to five (5) years. "Offeror" and "major subcontractor," for purposes of this solicitation, include predecessor companies. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

As a minimum, the Past Performance Proposal shall include the following:

(1) A list of not more than four (4) relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently on-going, involving types of related effort. These contracts shall demonstrate the Offeror's

capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government may be included. For each contract submitting a Past Performance Questionnaire, the Offeror shall complete the following table to show the relevancy of each contract to this requirement:

Types of Services Provided	Service Provided? (check)
Hardware Design	
Space Systems	
Aeronautics Systems	
Other Systems	
Software Design	
Flight Software	
Software Tools Development	
Ground Data Systems Software	
Other Software	
Spacecraft Integration and Test	
Space Mission Operations	

(2) Specific information is required from the Offeror and proposed major subcontractors for past and active customers as identified in subparagraph (3) A. below. Past performance information may also be obtained through the NASA Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(3) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information.

A. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, corporate management responsiveness, and other information shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)).

1. Relevant Technical Performance. The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

Describe previous experience with programs of similar scope and complexity to the work being contemplated under this RFP. Include rationale for determining that the previous experience is relevant to this procurement. Show specifically:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to provide personnel with appropriate skills and expertise and to assess and reassign staff based on performance

- Accomplishment of task objectives without the need for constant, direct customer oversight
- Approach to dealing with short-term, high demand requirements
- Infusion of best practices and lessons learned

2. Contract Management. The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Employee safety record
- Qualifications, effectiveness, and authority of on-site contract management
- Proactiveness and cooperativeness in resolving issues
- Ability to manage both small and large tasks as well as the simultaneous management of a large number of varied tasks
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Efficiency of management in setting up and managing subcontractors and vendor agreements
- Ability to attract and retain high-caliber technical employees to address contract objectives
- Retention of key and other personnel during first year of contract
- Management of the phase-in period to ensure efficient operations during contract startup
- Management of technology transfer

3. Corporate Management Responsiveness. The Offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Responsiveness of corporate management to contract problems
- Extent of corporate management involvement in the operation of the contract
- Qualifications of on-site contract management
- Management performance and its ability to resolve problems
- Ability to hire and retain uniquely qualified individuals, including senior engineers and foreign nationals with various immigration statuses

4. Other Information. For all relevant contracts identified in (b)(1) above, and for all NASA contracts completed within the last three years or active for at least one year, the Offeror and major subcontractors shall:

- Describe any serious performance problems, termination for default, and any regulatory or safety violations resulting from contractor performance
- Discuss problems encountered and their resolutions
- Discuss any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Provide examples of innovative methods implemented by the Contractor that resulted in cost savings to the customer

- For each cost-type contract identified in paragraph (b)(1) above, specify the amounts of and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.
- For each of the contracts identified in paragraph (b)(1) above, explain any schedule slips and steps taken to mitigate the impact of the slips.

B. Past Performance Questionnaires. The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. **Each Offeror shall ensure that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. Late Questionnaires will not be accepted.** If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J.1, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Representative of no more than four (4) relevant contracts (government and/or industry contracts), each in excess of \$5,000,000 total contract value for the prime and each in excess of \$1,000,000.00 total contract value for each of the major subcontractors, received in the past five (5) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from Section L.7, (b) Past Performance Factor (Volume II) (1).
3. Twenty (20) calendar days prior to the proposal due date, each Offeror shall provide the NASA Ames Research Center Contracting Officer a list of contracts from whom the Offeror's team (Offeror and any proposed major subcontractor/s) have requested past performance information and shall send that list via email to AnJennette.C.Rodriguez@nasa.gov.

(c) Cost Factor (Volume III)

1. INTRODUCTION

The Government assumes that adequate cost/price competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- a) Explain in detail all pricing and estimating techniques;
- b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify these estimating tools;

- c) Comply with FAR Clause 52.222-41, Service Contract Act and FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees;
- d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- e) Include a narrative portion that explains all judgmental elements of cost/price projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- f) Include all templates required in this RFP

The Offeror's cost/price proposal shall be submitted in one volume labeled —Volume III Cost Proposal.

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

For cost purposes, Major Subcontractors are defined as those subcontractors providing a total contract value of \$1,000,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Cost Proposal, for any major subcontract that has a potential estimated total value in excess of \$1,000,000.00 for the five year inclusive effort, a Volume III, Cost Proposal must be provided following the subsequently specified format.

Cost proposals shall be submitted using Government provided costing templates described below. The templates are included as J.1(b) Attachment 3, Cost Template Workbook.

Prospective subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%.

2. EXCEL COSTING MODEL (ECM) FILE

Format: In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposal Cover Sheet (J.1(b) Attachment 2, not in workbook)
- Exhibit 2:** Summary of Proposed Cost and Fixed Fee, Prime
- Exhibit 3:** Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors
- Exhibit 4:** Summary of Elements of Cost – Core Contract Management
- Exhibit 5:** Summary of Elements of Cost -- Core Technical Engineering
- Exhibit 6:** Summary of Elements of Cost – IDIQ
- Exhibit 7:** Summary of Proposed Direct Labor Rates
- Exhibit 8:** Summary of Key Personnel Labor Rates
- Exhibit 9:** Direct Labor Cost Summary – Core Contract Management
- Exhibit 10:** Direct Labor Cost Summary -- Core Technical Engineering

Exhibit 11: Direct Labor Cost Summary – IDIQ
Exhibit 12: Summary of Indirect Cost Rates
Exhibit 13: Overhead and/or Fringe Benefits
Exhibit 14: General and Administrative Expense (G&A)
Exhibit 15: Minor Subcontractor Template
Exhibit 16: Fringe Benefits Analysis of Compensation Package
Exhibit 17: Personnel and Fringe Benefits Policies
Exhibit 18: Phase-In Template
Exhibit 19: Schedule of Subcontracts

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: The ECM shall not be locked/protected or secured by passwords.

3. COST PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost/price proposal. In addition to the hardcopy requirements of the preceding section, each prime and major subcontractor is required to submit its ECM and any other electronic cost data, including formulas, on CD(s) or USB stick.

Exhibit 1, Proposal Cover Sheet: A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 2, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) office, and, in the reference columns, the pricing information submitted.

The Offeror shall propose costs for meeting the Government's Statement of Work as provided in J.1(a) Attachment 1. The staffing data provided in J.1(b) Attachment 1 includes the government estimate of the annual staffing levels and descriptions. NOTE: B.6 states that the maximum total contract value of work that can be ordered under this contract is \$235M. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the Statement of Work.

Exhibit 2, Summary of Proposed Cost and Fixed Fee, Prime: This exhibit shall include the total cost, total proposed fixed fee, total cost plus fixed fee, and grand total, broken out by Phase-In period, individual contract years, total excluding Phase-In period, and grand total.

Exhibit 3, Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors: This exhibit is similar to Exhibit 2, except that subcontractors of \$1,000,000 or more are broken out from the Prime Offeror's costs.

Exhibit 4, Summary of Elements of Cost – Core Contract Management: This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the core contract management. Details of the various elements of cost are to be shown in the schedules.

Exhibit 5, Summary of Elements of Cost – Core Technical Engineering: This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and

options) for the core technical engineering. Details of the various elements of cost are to be shown in the schedules.

Exhibit 6, Summary of Elements of Cost – IDIQ: This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options). Details of the various elements of cost are to be shown in the schedules. For purposes of proposal submissions, Offerors shall use the values in the following chart of Other Direct Costs (ODCs) which is intended to cover such items as materials, supplies, equipment, travel and training.

These amounts represent the Government's current best estimate of contract requirements.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Total ODCs	\$5M	\$5M	\$5M	\$5M	\$5M	\$25M

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror's normal accounting practice to do so, include these costs in the base used to compute the G&A or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for pricing. Provide sufficient detail to explain how the proposed amounts are derived.

Exhibit 7, Summary of Proposed Direct Labor Rates: This template summarizes the Offeror's proposed direct labor rates for both the core and IDIQ.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the Core Technical Engineering and the IDIQ to the SLCs using the guidelines provided (see J.1 (b) Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet PESS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements. The Offeror is allowed to include additional labor categories that do not easily map into the SLCs provided under the other SLC. The other categories should be limited if proposed.

In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category.

The "WYE" Column shall include all proposed WYE per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1.

The Offeror's proposed escalation rates for direct labor are to be shown in the row titled "Escalation" in the columns for proposed direct labor rates for Years 2 through 5. The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates proposed if different from the Government Rate of Change.

Calendar Year	Rate of Change
2013	2.9%
2014	3.0%
2015	3.2%
2016	3.2%

2017	3.1%
2018	2.9%
2019	2.8%

Escalated rates for year 2-5 shall be computed for the composite rates for each SLC (see example in cost exhibit template).

The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (actual, salary survey, wage determination, collective bargaining agreement, etc.). An example is included on the template for illustration purposes only.

Exhibit 8, Summary of Key Personnel Labor Rates: This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

Exhibit 9, Direct Labor Cost Summary – Core Contract Management: This schedule shows the direct labor cost for the core contract management for each contract year with the labor rates from Exhibit 7 used to compute the cost.

It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet PESS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 10, Direct Labor Cost Summary - Core Technical Engineering: This schedule shows the direct labor cost for the core technical engineering for each contract year with the labor rates from Exhibit 7 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 11, Direct Labor Cost Summary - IDIQ: This schedule shows the direct labor cost for the IDIQ for each contract year with the labor rates from Exhibit 7 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit.

This will provide the Government with a standard cost model to be used to compare proposals. The cost model is for evaluation purposes and the actual number of individuals needed in the various labor categories will be determined upon negotiation of individual task orders.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 12, Summary of Indirect Cost Rates: This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts admin.) must be shown separately. This exhibit summarizes the Offeror's fiscal year date from Exhibits 13 and 14. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-09), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Exhibit 13, Overhead and/or Fringe Benefits: The prime Offeror and all major subcontractors must provide either their Forward Pricing Rate Agreement (FPRA) used to price indirect costs for this proposal **or** this template. This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and forecasts for the term of the contract. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

Exhibit 14, G&A Expense: The prime contractor and all major subcontractors must provide either their Forward Pricing Rate Agreement (FPRA) used to compute G&A expense for this proposal **or** this template. This template shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

Exhibit 15, Minor Subcontractor Template: The minor subcontractor template is required of the prime only. This template is intended to provide the SEB a concise assessment of the substance of minor subcontracts. Minor subcontracts are those that subcontract that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template.

Exhibit 16, Fringe Benefits Analysis of Compensation Package Template: The Offeror must provide Fringe Benefits Analysis of Compensation Package templates for the prime and all proposed major subcontractors. Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, —Cost of Fringe Benefitll shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, —Percent of Direct Labor Costll shall include the percentage of

each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

Exhibit 17, Personnel and Fringe Benefits Policies: This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated.

Exhibit 18, Phase-In Template: The Phase-In Template is required of the prime only and is designed to show the total cost plus fixed fee (include all subcontractor Phase-In costs and fee). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

Exhibit 19, Schedule of Subcontracts: This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$1,000,000 or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- ☐ A brief description of work to be subcontracted;
- ☐ Number of quotes solicited and received;
- ☐ Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- ☐ Subcontractor selected and basis for selection; and Cost or price analysis performed by the Offeror.

4. ACCOUNTING SYSTEM

The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

5. FACILITIES CAPITAL COST OF MONEY

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee.

6. FIXED FEE

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the task. The proposed fixed fee rate will apply to all changes under the contract.

7. FINANCIAL STATEMENTS

The Offeror must submit the most recent copy of their financial statements.

8. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

All Offerors shall submit a completed Table 1 for the prime, each team member(s) and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

Table 1

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	<i>A brief non-technical description of the work, including identification of the program, project, and period of performance.</i>
Program:	Project and Engineering Support Service (PESS)
Project:	Provide engineering support for all phases of engineering and project management
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	New Contract
Contract Type:	Cost Plus Fixed Fee - CPFF
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- If 'none' fill out box as "N/A"</i>

(END OF PROVISION)

L.8 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

If the Offeror proposes using teams/Major Subcontractor(s), the Offeror shall describe and explain its approach to teaming and subcontracting and for compliance with the Small Business Administration's (SBA) Ostensible Subcontractor Rule. Include specific details so that the Government can determine that

the prime Contractor making the offer will be performing the primary and vital requirements for the contract. The description and explanation shall include the following:

- Rationale for each of the arrangements
- Identification of points of contact
- Business size of each Major Subcontractor
- Identification of which party will be managing the contract
- Identification of which party led pursuit of the contract
- The degree of collaboration in preparing and submitting the proposal
- How management and control policies will be implemented
- How work will be controlled, reported, and reviewed
- Accessibility and flow of relevant support from internal and external sources, such as parent organizations, teaming arrangements, and Major Subcontractor(s)
- Any integration of Major Subcontractor(s) into the management and supervisory hierarchy (this may have already been covered elsewhere in the Mission Suitability proposal)
- Which party possesses the background and expertise necessary for contract performance (this may have already been covered elsewhere in the Mission Suitability proposal)
- Identification of the party that will perform the more complex and costly contract functions
- Description and amount of the work to be performed by each party (Prime Contractor and Major Subcontractor(s)), including the associated Statement of Work paragraphs, percentage of the total work to be performed by each party, and whether each party will perform discrete tasks or a commingling of personnel from each party will perform each task
- Distribution of fixed fee between prime Contractor and Major Subcontractor(s)

Note: For purposes of the Ostensible Subcontractor Rule, Major Subcontractor is defined as a company that the Offeror anticipates providing at least \$1,000,000 of contract value in the support of the Statement of Work.

The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA. Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14 may result in the elimination of the Offeror from award.

The Offeror is cautioned to ensure that its major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the SBA. In the event an Offeror's proposal is determined to be unacceptable based on the SBA Ostensible Subcontractor Evaluation, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

All Joint Ventures proposed by the Offeror must be officially approved by the SBA at the time of proposal submission.

NOTE: The Government is collecting this information in anticipation of the size determination by the SBA regarding any proposed final contract award.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS**M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION APPROACH

(a) General. The contract award will be based on the evaluation of three factors: Mission Suitability Factor (Volume I), Past Performance Factor (Volume II), and Cost Factor (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) The Government will evaluate proposals in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. The Government reserves the right to hold discussions if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) Evaluation Factors. There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability Subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Government will evaluate the Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. Proposal risk will be evaluated with respect to cost and technical performance.

(2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offeror to the agency and other organizations as either a prime or subcontractor.

When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each Offeror's relevant past performance (e.g., currency, size, content and complexity) to assess the Offeror's overall confidence rating assigned. The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and

1815.305(a)(2). Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral/Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(3) Cost Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed cost. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

(c) Mission Suitability Factor (Volume I).

The Government will evaluate Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an

important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEB determines that a proposal does not adequately demonstrate the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABILITY SUBFACTORS			
Para.	Subfactor Title	Elements	
A	Technical Approach	1	Technical Understanding
		2	Sample Tasks
B	Management Approach	1	Organizational Structure/Partnering Approach
		2	Key Personnel
		3	Phase-In Plan
		4	Total Compensation Plan
		5	Organizational Conflicts of Interest Plan
		6	Safety and Health Plan
		7	Staffing, Recruitment, Retention and Training

A. Technical Approach (Subfactor).

Each proposal will be examined to evaluate the Offeror's overall understanding of the requirements and technical approach to performing the work required in the SOW, Sections 3.0 through 5.0.

1. Technical Understanding:

The Government will evaluate for technical merit the Offeror's demonstration of its technical understanding of all requirements of the SOW and specifically how the work would be accomplished as follows for effectiveness, reasonableness and efficiency:

- How the broad spectrum of Project and Engineering Functions of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the SOW.
- Demonstration of an understanding of all the Project and Engineering Functions of the SOW.
- Approach to staying abreast of innovative technologies and adopting them where appropriate.
- Identification of risk areas and recommended approaches to minimize the probability and impact of those risks.

2. Sample Tasks:

The Government will evaluate the Offeror's response to the sample tasks for reasonableness, technical merit, ingenuity, efficiency and economy both overall and in specific reference to the following items:

TASK A

- All additional assumptions made (including rationale for assumptions), as the task description may not contain all the information needed to plan for a successful mission
- Top 3-5 technology constraints to achieving mission success and the explanation of their importance
- Top 3-5 technical and programmatic risks and the approach for eliminating or mitigating those risks
- Feasibility studies recommended to support a successful mission
- The milestone Schedule proposed to accomplish the mission
- Proposed staffing plan for the full development effort through launch which addresses the complexity of the task and accommodates the requirement that the Project Manager, Lead Systems Engineer, and the Lead SMA engineer are roles that will be filled by civil servants, and the level of skill/experience proposed for each staff position identified and the phase(s) of the mission where each position is required

TASK B

- All additional assumptions made (including rationale for assumptions)
- High-level description of the operations concept for Phase E of Example SAT
- Plan for developing, testing and deploying the Ground Data System, including the description of the required software components (procured and/or developed in-house) and a schedule of milestones
- Plan for staffing and training the Flight Team
- Description of the Mission Environments (facilities, networks, hardware and software) that are required to support the ExampleSAT's development, test and flight phases
- Plan to implement and support the Mission Environments including hardware and software procurements
- Staffing plan to support Ground Data System development, delivery, and Mission Environment implementation and support
- Cost estimate breakdown (direct labor, subcontracts, hardware and software procurements)

B. Management Approach (Subfactor):

This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach:

The Government will evaluate the Offeror's organizational structure and approach, including the following for reasonableness, effectiveness and efficiency:

- Whether the organizational structure provides clear internal and external lines of authority including structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors. If multiple organizations are proposed, explanation

of each relationship during the effort and identification and integration of proposed contributions to the work. If a subcontractor arrangement is proposed, the Government will evaluate for appropriateness and reasonableness the response to paragraph L.8 SBA Ostensible Subcontractor Rule Information.

- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort
- Authority and responsibility vested in site and technical task managers and their access to corporate or company resources to support the contract through all phases
- Plan (and any specific software) to be used to develop and to manage the execution of requirements under core and multiple IDIQ task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, ebb and flow of work, and problem resolution techniques
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large, and with one time requirements and long-term relationships
- Process(es) for managing new technology, licensing and technology transfer
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Addressing of the technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support. Indicate typical time required to provide unique skills or resources from either internal or external sources
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate
- Methods for developing and infusing best practices and industry standards into the contract work.

2. Key Personnel:

The Government will evaluate the Offeror's approach and rationale for key personnel including the following for completeness, reasonableness, appropriateness and effectiveness:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Job descriptions including authorities, assignments, experience, and skills required of key personnel.
- Letters of commitment and resumes for key management and technical personnel of the prime contractor and any proposed subcontractors will be evaluated to determine reasonableness and effectiveness.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

3. Phase-in Plan:

The Government will evaluate the completeness, effectiveness and appropriateness of the Offeror's Phase-In Plan in the following areas:

- Proactive approaches to ensuring efficient continuation of operations during contract start-up, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of contractor employees expected to be hired.

- The impact of the Offeror's policy for continuing and/or replacing the benefits of the contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

4. Total Compensation Plan:

The Government will evaluate the completeness, appropriateness and reasonableness of the Offeror's Total Compensation Plan both overall and in specific reference to the items listed below, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees," including, but not limited to, the potential effectiveness of the Total Compensation Plan regarding the recruitment and retention of a quality contractor workforce.

- The categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market including the two charts: (1) containing the average of fringe benefit information for all the exempt labor categories; and (2) containing the average of fringe benefit information for all the non-exempt labor categories with references to where they are located in the Cost Proposal.
- Supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.
- Employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- The impact proposed compensation has on recruiting and retaining professional employees (as defined in 29 CFR 541).
- The uncompensated overtime proposed and rationale including identified hours of uncompensated overtime proposed by labor category.
- Each benefit proposed which would reasonably incur cost identified and costed in Volume III. Identification of the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).

5. Organizational Conflict of Interest Avoidance Plan:

The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan to determine if all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. The Plan will be evaluated to ensure it effectively addresses all the requirements identified in Section H, paragraph H.10, Organizational Conflicts of Interest, and Limitation on Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

6. Safety and Health Plan:

The Government will evaluate the completeness, effectiveness and appropriateness of the Offeror's Safety and Health Plan including the below in accordance with NPR 8715.3A and APR 1700.1.

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure, including whether the plan clearly defines safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements, including whether the plan appropriately covers techniques for achieving program goals and includes:
 - (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, machines, high-pressure devices, etc.
 - (vi) Method of making sure that emergency plans and procedures are current and sufficient.
 - (vii) Method for reporting and investigating accidents and incidents (mishaps).

7. Staffing, Recruitment, Retention and Training:

The Government will evaluate the completeness, effectiveness and appropriateness of the Offeror's staffing and recruitment approach and rationale including the below.

- Approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the SOW. Include the assignments and the skills required for other-than-key personnel and the plan for skill retention.
- Recruitment plans, methods, and employee retention plans, including plans for internal training, mentoring, and career development.
- Difficulties, if any, anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Any process for dealing with underperforming employees.
- Information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Proposed methods and procedures for specific projects that may have a defined period of performance of less than one year. Process for hiring and retaining uniquely qualified individuals, including senior engineers and foreign nationals with various immigration statuses (H1, J1, green card, etc.). Process for compliance with export control regulations regarding foreign nationals. Process for completing a DSP-5 license for spacecraft related work.
- Process for managing security clearances and handling of classified material.

(d) Past Performance Factor (Volume II).

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, corporate management responsiveness, and other information.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.7 (b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, Corporate Management Responsiveness and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. Relevant Technical Performance. The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will also consider the Offeror's rationale for determining that particular previous work is relevant to this RFP. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to provide personnel with appropriate skills and expertise and to assess and re-assign staff based on technical performance
- Accomplishment of task objectives without the need for constant, direct customer oversight
- Approach to dealing with short-term high demand requirements
- Infusion of best practices and lessons learned

2. Contract Management. The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- Employee safety record
- Qualifications, effectiveness, and authority of on-site contract management
- Proactiveness and cooperativeness in resolving issues
- Ability to manage both small and large tasks as well as the simultaneous management of a large number of varied tasks
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Efficiency of management in setting up and managing subcontractors and vendor agreements

- Ability to attract and retain high-caliber technical employees to address contract objectives
- Retention of key and other personnel during first year of the contract
- Management of the phase-in period to ensure efficient continuation of operations during contract start-up.
- Management of technology transfer

3. Corporate Management Responsiveness. The Government will evaluate the Offeror's and major subcontractors' relevant corporate past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will evaluate the impact of the Offeror's, major subcontractor's, and other entities' performance in the following areas:

- Responsiveness of corporate management to contract problems
- Extent of corporate management involvement in the operation of the contract
- Qualifications of on-site contract management
- Management performance and its ability to resolve problems
- Ability to hire and retain uniquely qualified individuals, including senior engineers and foreign nationals with various immigration statuses

4. Other Information. The Government will also evaluate the following for all relevant contracts:

- Any serious performance problems, termination for default, and regulatory or safety violations resulting from contractor performance
- Problems encountered and their resolutions
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Examples of innovative methods implemented by the Contractor that resulted in cost savings to the customer
- Explanations for any cost-type contract underruns or overruns, for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.
- Explanations for any schedule slips identified and steps taken to mitigate the impact of the slips

(e) Cost Factor (Volume III)

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

(2) Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost". The terms "proposed and probable cost" are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(3) The Government will determine the Probable Cost of each Offeror's overall proposed cost by evaluating the realism of the proposed costs to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a

clear understanding of the SOW requirements, and reflect a sound approach to satisfying those requirements. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. Offerors' proposed fixed fee dollars will be used in computing probable cost.

(4) The overall cost for selection purposes will be the sum of the cost proposed for the Core Contract Management (CLINs 01A, 02A, 03A, 04A and 05A), the Core Technical Engineering (CLINs 01B, 02B, 03B, 04B and 05B) and IDIQ (CLINs 01C, 02C, 03C, 04C and 05C). Phase-In (CLIN 01) will not be included in the evaluated total cost, but will be evaluated in terms of risk assessment for selection purposes.

The Government will evaluate proposed Phase-In cost for reasonableness and realism.

If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work, including the appropriateness of the Offeror's proposed resources, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism (and, in the case of Phase-In costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the Offeror's Mission Suitability score.

Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made, adversely affecting the Offeror's Mission Suitability scores, if appropriate, and a level of confidence in the Probable Cost, in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation." The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Of the evaluation factors, Mission Suitability is significantly more important than Past Performance, and Past Performance is approximately equal to Cost. Mission Suitability and Past Performance, when combined, are significantly more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

- (e) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITABILITY	
Subfactors	Assigned Weight
Technical Approach	550
Management Approach	450
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]